



issue. (Doc. 1). A copy of the Progressive Policy was attached to the Complaint as Exhibit A. (Doc. 1-1).

The accident at issue occurred on October 7, 2018. On that date, Defendant Cody Williams was participating in a motocross training camp in Lizella, Georgia. This was a closed course event. During the training camp, Cody Williams was riding his 2018 Yamaha YZ450 when he collided with Defendant Anthony Moore.

The Policy lists the 2018 Yamaha YZ450 as an insured vehicle. (Doc. 1-1, Policy, p. 2). With respect to liability coverage, the Policy includes the following exclusion:

**PART I – LIABILITY TO OTHERS**

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**EXCLUSIONS – READ THE FOLLOWING EXCLUSIONS CAREFULLY. IF AN EXCLUSION APPLIES, COVERAGE WILL NOT BE AFFORDED UNDER THIS PART I.**

Coverage under this Part I, including **our** duty to defend, will not apply to **any insured person** for:

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5. **bodily injury** or **property damage** resulting from, or sustained during practice or preparation for:

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b. any riding activity conducted on a permanent or temporary racetrack, racecourse, or during any closed course event.

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(Doc. 1-1, Policy, pp. 18-19). Thus, the Progressive Policy does not provide liability coverage for “bodily injury” or “property damage” resulting from any riding activity conducted during any closed course event. The Policy’s “Motorcycle Medical Payments Coverage” includes the same exclusion for “bodily injury.” (Doc. 1-1, Policy, p. 23).

Now, Plaintiff Progressive, by and through its undersigned counsel, and Defendant Moore, by and through his undersigned counsel, agree that the October 7, 2018 accident resulted from a riding activity during a closed course event and that, consequently, the liability and medical payments coverages are excluded under the terms of the Progressive Policy. Plaintiff Progressive, by and through its undersigned counsel, and Defendant Moore, by and through his undersigned counsel, hereby consent to entry of summary judgment in favor of Plaintiff Progressive declaring that the Progressive Policy does not provide liability coverage or medical payments coverage for the October 7, 2018 accident and that Progressive has no duty to defend or indemnify with respect to any claims arising out of the October 7, 2018 accident.

**IT IS HEREBY ORDERED AND DECLARED** that the Progressive Policy does not provide liability coverage or medical payments coverage for the October 7, 2018 accident and that Progressive has no duty to defend or indemnify with respect to any claims arising out of the October 7, 2018 accident.

The parties shall be responsible for their respective attorney's fees, court costs, and expenses of the litigation.

**SO ORDERED AND DECLARED**, this 22nd day of April, 2020.

S/ Marc T. Treadwell  
MARC T. TREADWELL, JUDGE  
UNITED STATES DISTRICT COURT